



11502

RECORDATION NO. Filed 1425

FEB 19 1980 -2 20 PM

INTERSTATE COMMERCE COMMISSION

11504
RECORDATION NO. Filed 1425

February 7, 1980

FEB 19 1980 -2 20 PM

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
12th Courthouse Avenue
Washington, D.C. 20423

11503
RECORDATION NO. Filed 1425

FEB 19 1980 -2 20 PM

INTERSTATE COMMERCE COMMISSION

Attention: Ms. Lee, Room 227

Dear Ms. Lee:

Enclosed please find properly executed and notarized copies of the required loan and security agreements on three separate loans issued to Martin V. Smith. As recorded, security collateral for the \$248,976.00 loan is described as 10 railroad hopper cars; for the \$480,000.00 loan, 18 hopper rail cars; for the \$135,000.00 loan, 5 hopper cars.

Sincerely,

Marcy Davis
Loan Officer

MD:ra
Enclosures



February 11, 1980

Interstate Commerce Commission
12th Courthouse Avenue
Washington, D. C. 20423

Attention: Ms. Lee, Room 227

Dear Ms. Lee:

On February 7, 1980, we forwarded copies of the required loan and security agreements on three loans issued to Martin V. Smith. Enclosed is a cashiers check in the amount of \$150.00 to cover required fees.

Sincerely,

A handwritten signature in cursive script, appearing to read "Marcy Davis".

Marcy Davis
Loan Officer

MD:ra
Enclosure

No. ~~0~~-050A086

Date ~~FEB 19 1980~~

Fee \$ 150.00

ICC Washington, D. C.

SECURITY AGREEMENT
(BANK NOT TO BE IN POSSESSION)

GOODS—Consumer Goods, Equipment, Farm Products and Timber under Contract to be Cut and Removed.

In consideration of the covenants and agreements contained herein, and financial accommodations given, to be given or continued, the undersigned Borrower hereby, pursuant to the California Uniform Commercial Code, grants to the Secured Party (Bank) security interest in all of the Collateral described in paragraph 3 herein. The security interest created by this Agreement attaches immediately upon execution hereof or as soon as Borrower acquires rights to the Collateral and secures payment of any and all of Borrower's Indebtedness (including all debts, obligations, or liabilities now or hereafter existing, absolute or contingent, and future advances) to Bank.

RECORDATION NO. 11504 Filed 1425

1. BORROWER(S) Martin V. Smith

FEB 19 1980 -2 20 PM

N/A

a.	Name	Social Security or Employer Number		
b.	Trade Name (if any)	INTERSTATE COMMERCE COMMISSION		
c.	Mailing Address	Oxnard, Calif	93031	
d.	Chief Place of Business	City	State	Zip
e.	Residence (individuals)	City	State	Zip

2. SECURED PARTY—Name and Mailing Address (Transit and A.B.A. No.)

The Chartered Bank of London 465 California Street San Francisco, Calif 94104

3. COLLATERAL DESCRIPTION (AND LOCATION):

S/O No:	Serial No:	Car No:
126931	419309	10766
126935	419313	10767
126936	419314	10768
126937	419315	10769
126923	419301	10770

Five Hopper Cars

4. PURCHASE MONEY SECURITY INTEREST:

If indicated by Borrower's initials, Bank is giving value to enable Borrower to acquire rights in, or the use of, Collateral

5. INCORPORATION OF PROVISIONS ON REVERSE: All provisions on the reverse side are incorporated herein as if set forth fully at this point.

Dated May 23, 1979

X Martin V. Smith
Martin V. Smith

By [Signature]

Title _____
SIGNATURE OF BORROWER(S)

TO 447 C
(Individual)



STATE OF CALIFORNIA
COUNTY OF VENTURA } SS.

On January 29, 1980 before me, the undersigned, a Notary Public in and for said
State, personally appeared Martin V. Smith

to be the person XX whose name is subscribed
to the within instrument and acknowledged that he
executed the same.

WITNESS my hand and official seal.

Signature

Mary L. Post

Mary L. Post

Name (Typed or Printed)



(This area for official notarial seal)

BORROWER	CLASS & ACCOUNT NBR	G/L ACCOUNT	RATE	MATURITY	INITIALS	AMOUNT
Smith: Martin	274 5-220804286			86-1-6	DCH	135,000.00

PROMISSORY NOTE AND LOAN AGREEMENT (REGULATION Z)

California Street

465 California Street San Francisco, Ca 94104

May 23, 1979

Office

Address

Date

On demand, for value received, the undersigned (if more than one, jointly and severally) promise to pay to the order of THE CHARTERED BANK OF LONDON at its office named above, the sum of One Hundred Thirty Five Thousand Dollars and no/100 Dollars (\$ 135,000.00) with interest commencing From Date of Advance on the unpaid balance at the interest rate of _____ per cent per annum*, or, until such demand be made in 84 installments of Two Thousand Four Hundred Thirty Seven 52/100 Dollars (\$ 2,437.52) principal and interest each on the 1st day of each month commencing July 1st, 1979, remaining balance (if any) payable in full on or before June 1st, 1986, with payments credited first to interest and the remainder to principal due.

1% over The Chartered Bank of London Prime Rate to be adjusted on the date of the rate change
INITIALS:

1. Proceeds of Loan (Less Prepaid Finance Charges, Required Deposit, Balance and Other Charges Included in the Amount Financed)

2. Insurance (Optional)
a. Credit Life

b. Disability

c. Not included in the Amount Financed

3. Other Charges Not Included in the **FINANCE CHARGE** (Itemized)

a. Included in the Amount Financed

b. Not included in the Amount Financed

4. Amount Financed (1+2a+2b+3a)

5. **FINANCE CHARGE** (Itemized)

a. Prepaid Finance Charge

b. Interest

c. Total **FINANCE CHARGE**

6. **ANNUAL PERCENTAGE RATE**

7. Total of Payments

This loan is for **Business Purposes only**

INITIALS:
* Interest is a component of **FINANCE CHARGE** is charged each day on the unpaid portion of the amount borrowed at the interest rate disclosed in the body of this note and loan agreement. Thus, late payments will cause the total amount of **FINANCE CHARGE** you pay to increase. Such additional **FINANCE CHARGE** will become due on the agreed upon or accelerated maturity date. Conversely, early payments or any portion of such payments paid prior to the date due or the prepayment of the loan in full will reduce the total amount of **FINANCE CHARGE** you pay, subject to Bank's minimum interest charge.

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INTERSTATE COMMERCE COMMISSION

All money owed and remaining unpaid on the agreed or accelerated maturity thereof shall bear interest at the rate of ** per cent per annum from the date payment is due until payment is made. ** 3% over The Chartered Bank of London Prime

BALANCE DUE Rate 1% Initials: _____
Upon default in the payment of any installment when due, the entire outstanding balance hereunder shall, at the option of the holder hereof, become immediately due and payable. In case any action is commenced to enforce payment of amounts due, the undersigned agrees to pay all costs of collection and reasonable attorney's fees.

PREPAYMENT INTEREST CHARGE

Upon prepayment of the loan in full the undersigned shall be subject to holder's minimum interest charge of \$ 50.00

BALLOON PAYMENTS

Loan is payable in installment(s) as described above with a balloon payment of \$ N/A at maturity.

CREDIT INSURANCE

Credit Life and Credit Disability Insurance are not required in connection with this loan. No charge will be made for such insurance and none will be provided unless Borrower signs and dates the statement below. The cost of insurance is as detailed in Item 2. (Insurance) hereof, for the term of the loan.

I desire credit () life and () disability insurance.

Not Elected

Date

Signature

SECURITY

All sums due hereunder give rise to a right of offset, which the bank may exercise against all bank accounts or any assets of the undersigned now or hereafter possessed by Bank, to discharge obligations of the undersigned. This loan is further secured by a

Security Agreement Dated May 23, 1979 covering the following described property and all rights incidental thereto:
See Security Agreement Attached.
five (5) Hopper Cars

and by an assignment of rights under insurance policies thereon as required by the Bank.

ACKNOWLEDGMENT OF PROMISSORY NOTE AND RECEIPT OF DISCLOSURES:

The undersigned BORROWERS do herewith acknowledge receipt of a copy of the DISCLOSURES contained herein and of the within PROMISSORY NOTE. They, further, acknowledge that at the time they received a copy of this Statement and of said Promissory Note: such forms were complete and filled in and that all blanks in such forms were filled in prior to their executing same.

P.O. Box 5752

Oxnard, Calif

93031

Address

Address

X

Martin V. Smith

Borrower

Borrower

INSTALLMENT

CR-33(12/77)

SECURITY AGREEMENT
(BANK ~~NOT~~ TO BE IN POSSESSION)

GOODS—Consumer Goods, Equipment, Farm Products and Timber under Contract to be Cut and Removed.

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1. **BORROWER(S)** Martin V. Smith

a. Name _____ Social Security or Employer Number _____
b. Trade Name (if any) _____
c. Mailing Address P.O. Box 5752 Oxnard, Calif 93031
d. Chief Place of Business _____
e. Residence (individuals) _____

2. **SECURED PARTY**—Name and Mailing Address (Transit and A.B.A. No.)

The Chartered Bank of London 465 California Street San Francisco, Calif 94104

3. **COLLATERAL DESCRIPTION (AND LOCATION):**

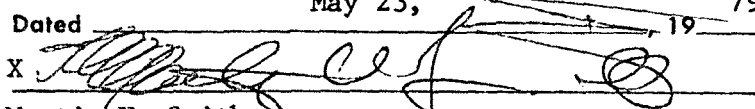
S/O No:	Serial No:	Car No:
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INCORPORATION OF PROVISIONS ON REVERSE: All provisions on the reverse side are incorporated herein as if set forth fully at this point.

Dated May 23, 1979

X 
Martin V. Smith

By _____

Title _____

SIGNATURE OF BORROWER(S)

ORIGINAL—TO BANK